

**AGREEMENT No. RTA/RP 0216-19**

**CUSTOMER SATISFACTION SURVEY AND CUSTOMER EXPERIENCE AUDIT SERVICES**

This agreement is made this 13 day of November, 2019 between Sound Transit and **ComEngage, LLC** (the "Consultant"), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

**A. TERM**

All goods or services to be provided pursuant to the authority of this agreement shall be bound by the terms, conditions, prices and discounts as set forth herein until the completion of the performance, notwithstanding the expiration of the initial term of this agreement or any extension thereof.

The term of this agreement will be five (5) years effective through **November 8, 2019 through November 7, 2024**, subject to the Termination provisions of paragraph N of this Agreement. Contract prices shall remain firm-fixed during the contract term.

**B. SCOPE OF WORK**

The Scope of Work is attached hereto as Attachment A. To accomplish the Scope of Work, Consultant has proposed to do, at a minimum, the work described in its proposal, dated 9/16/2019. In the event of any discrepancy or conflict between the Scope of Work and Consultant's proposal dated 9/16/2019, the requirements of the Scope of Work will govern, at no additional cost to Sound Transit.

Vendor shall perform work or sell products only as permitted within the contract scope and shall not accept orders or provide services not within the contract scope.

**C. EXTRA WORK**

Sound Transit may request additional work or services other than that expressly provided for in the "Scope of Work" section of this agreement. This will be considered extra work, supplemental to this agreement, and shall not proceed unless authorized by a written change order. Any costs incurred due to the performance of extra work prior to execution of a written change order will not be reimbursed.

**D. ERRORS AND OMISSIONS; DUTY TO CORRECT**

The Consultant is responsible for the professional quality of all work performed under this agreement. The Consultant, without additional compensation, will correct any errors or omissions immediately upon notice by Sound Transit. This obligation will survive termination and expiration of this agreement.

**E. PRICE**

Total compensation for this agreement will not exceed **\$1,466,750**. Sound Transit is not liable for any compensation to the Consultant in excess of this amount unless otherwise approved and agreed in writing by Sound Transit.

**Unit Priced Items**

For unit-priced items, Consultant will be compensated upon Sound Transit's acceptance of Consultant's performance as described in Attachment A (Scope of Work). Where multiple unit-priced items are performed, total compensation for the unit priced item will be the unit price for the item multiplied by the number of units of that item performed. The unit price for each item will be as follows:



<b>SCHEDULE A – Customer Satisfaction Survey and Customer Experience Audit Services FIVE (5) YEARS TOTAL</b>			
<b>Task Item</b>	<b>Task Description</b>	<b>Unit of Measure</b>	<b>Fully Burdened Hourly Rate</b>
A1	Set-up, Final Scope Development and Ongoing Project Management	HR	\$200.00
A2	Customer Satisfaction Survey	HR	\$130.00
A3	Customer Experience Audit	HR	\$170.00
A4	Synthesize Data and Findings from CSS and CEA Research	HR	\$170.00
A5	Fare Enforcement On-Board, In-Person Interview and Alternative Survey	HR	\$120.00

The unit prices indicated above, will remain constant throughout the term of the agreement – no price escalation will apply regardless of market conditions.

#### F. PAYMENT / INVOICES

- For work performed by the Consultant, payment will be net 30 days following receipt of a properly completed invoice. The Invoice must include the Purchase Order number, be fully itemized, and sent to:

[Accountspayable@soundtransit.org](mailto:Accountspayable@soundtransit.org)

**OR**

Sound Transit  
Attn: Accounts Payable  
401 South Jackson Street  
Seattle, WA 98104

- Incorrect invoices or invoices without the Purchase Order number may be returned to Consultant.
- Sound Transit agrees to pay all applicable State of Washington retail sales or use tax. If the Consultant resides outside of the State of Washington, Sound Transit shall remit retail sales/use tax directly to the Washington State Department of Revenue. If the Consultant resides within the State of Washington, the Consultant shall be the primary party responsible for remitting said retail sales tax to the Washington State Department of Revenue. However, Sound Transit reserves the right to remit any retail sales or use tax, regardless of where the Consultant resides, directly to the Washington State Department of Revenue, if deemed necessary.
- The unit prices cited on the Proposal forms for goods and services hereunder shall not include retail sales or use taxes. Retail sales/use tax shall be included as a separate line item on all invoices.
- Sound Transit is exempt from Federal excise taxes.



#### G. PROMPT PAYMENT PROVISION

Consultant, after receiving payment from Sound Transit, must make prompt payment to its subconsultants, for work completed in accordance with this agreement. This provision applies to all tiers of subcontracts.

1. Consultant's invoices must include payments for subconsultants whose work was performed in accordance with this agreement. The Consultant may not request payment for subconsultant work until the Consultant has determined that the subconsultant is entitled to the payment for the work completed.
2. Within five working days of receipt of payment from Sound Transit, the Consultant must pay such subconsultants.
3. The requirements of this section must be included in subcontracts of all tiers and must include a provision requiring payment be made to the lower tiered subconsultant within five working days after receipt of payment by the higher tiered subconsultant.
4. In the event of any claim or demand made against any Indemnified Party hereunder, Sound Transit may reserve, retain or apply any monies due to the Consultant for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Consultant provides adequate assurance of the protection of the Indemnified Parties' interests.

#### H. NOTICE

Notice will be effective upon the earlier of (i) actual receipt by the individual identified below or (ii) 24 hours after mailing to the address below:

Sound Transit:  
401 S Jackson Street  
Seattle, WA 98104-2826

Consultant: ComEngage, LLC  
144 Railroad Avenue Suite 222  
Edmonds, WA 98020

Attn: Raymund L. Fernandez  
Sr. Contracts Specialist

Attn: Rebecca Elmore-Yalch  
Principal

#### I. CONSULTANT EMPLOYEES

Consultant will ensure that its employees assigned to this agreement are properly licensed, trained and/or skilled and familiar with the laws and regulations pertaining to the services being provided. Consultant must replace any employee who, in the reasonable opinion of Sound Transit, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. All Consultant staff members and subconsultants working on this contract are required to comply with all Sound Transit resolutions and policies. The Consultant will not transfer or reassign any individual designated below as essential to the work, without the express written consent of Sound Transit.

<u>Name</u>	<u>Title:</u>
Rebecca Elmore-Yalch	Principal
Nathan Wiggins	Director of Research
Jason Talwar	Vice President, Question Pro
John Johnson	Vice President Customer Success
John Oppenheimer	Community Manager
Jenny Huang	Customer Success Manager
Andrew Sekar	Enterprise Support



#### J. DIVERSITY PROGRAM REQUIREMENTS

1. Sound Transit is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with Sound Transit's policies, procedures and guiding principles for employment and consulting.
2. The Consultant shall fully comply with all federal, state and local laws, regulations and ordinances pertaining to non-discrimination, equal employment and affirmative action, including but not limited to the Washington State "law against discrimination", Chapter 49.60 RCW.
3. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Agreement and shall afford equal, non-discriminatory opportunities to potential joint venture partners, subconsultants, subcontractors and suppliers.
4. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, discriminate against any employee or applicant for employment. The Consultant shall make efforts to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision.
5. The Consultant shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Agreement. The Consultant shall prepare and maintain records of employment, employment advertisements, application forms and other pertinent data and records to demonstrate compliance with its EEO obligations under this Agreement. The Consultant shall permit reasonable access by Sound Transit to such records. The Consultant shall provide periodic reports concerning its efforts related to EEO, when such reports are requested by Sound Transit.

#### K. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS REQUIREMENTS

1. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program, which includes a Small Business component, in accordance with 49 Code of Federal Regulations (CFR) Part 26 (the "DBE Regulations"). The Consultant shall review and comply with applicable provisions in the DBE Regulations. The definitions of DBE and Small Business are included in Sound Transit's DBE Program, a copy of which will be provided to the Consultant upon request.
2. Sound Transit did not anticipate that participation by subconsultants or subcontractors would be required by the Consultant to satisfactorily perform the work under this Agreement. Accordingly, Sound Transit did not establish any goal for participation by DBEs and Small Businesses in the work under this Agreement.



3. If the Consultant determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Consultant shall afford DBEs and Small Businesses an equal, non-discriminatory opportunity to compete for business as subconsultants, subcontractors and suppliers.

#### L. PROHIBITED INTERESTS

No member, officer, or employee of Sound Transit or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, may have any interest, direct or indirect, in this agreement or the proceeds thereof, unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflicts of interest or ethical violations inherent in the circumstances.

#### M. INSURANCE REQUIREMENT

##### 1. Description

- a. Except as otherwise specified, the Consultant, shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set below.
- b. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.
- c. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- d. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of the Consultant, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.

##### 2. Insurance Coverages

- a. **Commercial General Liability:** Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer's Liability coverage, utilizing insurers and coverage forms acceptable to Sound Transit, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b. **Commercial Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 combined single limit.

**Such liability insurance, identified in 2.a and 2.b above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work, including completed operations, under this Agreement.**

- c. **Workers Compensation:** The Consultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant will be responsible for Workers Compensation insurance for any subconsultant who provides work under subcontract.



If the Consultant is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

- d. **Other Insurance:** Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the scope of work evaluated by Sound Transit. The costs of which shall be borne by consulting parties as mutually agreed.

### 3. General Provisions

- a. **Certificates and Policies:** Prior to commencement of Work for this Agreement, the Consultant shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference Sound Transit's contract number, RTA/RP 0216-19 and title, Customer Satisfaction Survey and Customer Experience Audit Services.** The Consultant will provide 30 calendar days' advance written notice to Sound Transit in the event the Consultant's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Consultant from insurance obligations hereunder.
- b. Taking into account the scope of work and services to be performed by a subconsultant and/or subcontractor, the Consultant shall prudently determine whether, and in what amounts, each subconsultant and/or subcontractor shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subconsultants and/or subconsultants shall, where appropriate and/or applicable, name Sound Transit as an additional insured.
- c. Consultant's insurance for General Liability, Automobile Liability and Railroad Protective Liability (if applicable) shall be primary as respects Sound Transit, and any other insurance maintained by Sound Transit shall be excess and not contributing insurance with the Consultant's insurance.
- d. The Consultant and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against Sound Transit. The Consultant and its insurers also waive their right of subrogation against Sound Transit for loss of their owned or leased property or property under their care, custody and control.
- e. The Consultant shall provide Sound Transit with a Certificate of Insurance and endorsements to comply with the insurance requirements in this Agreement, including, but not limited to, the Additional Insured Endorsement(s) required in 2.a and 2.b above, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement and any other endorsements.
- f. No provision in this Section shall be construed to limit the liability of the Consultant for work not done in accordance with the Agreement, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.



- g. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.

#### 4. **Claims Management**

The Consultant agrees to the following claims management terms and conditions. The Consultant further agrees to include the following terms and conditions in its contract with its Subconsultants and require its Consultant to comply with the following provisions.

- a. The Consultant, after award of a Sound Transit contract, shall provide the names, titles, addresses, telephone numbers, and email addresses of the individual(s) employed by Consultant who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between Sound Transit Risk Management Division and the Consultant and its Subconsultants. If the individual(s) change, Consultant shall notify Sound Transit Risk Management Division of the replacement.
- b. Consultant shall provide written notice of any incident involving bodily injury and/or property damage to Sound Transit. An "incident" is defined as any event or occurrence involving bodily injury or property damage that may give rise to an insurance claim. Incidents include those involving serious bodily injury, hospitalization, death, or property damage.
- c. Consultant's written notice to Sound Transit of any incident or claim shall include the following information:
  - 1) A description of the incident, including any bodily injuries or property damage,
  - 2) The names of anyone injured and/or whose property was damaged,
  - 3) The names and contact information of any insurance company(ies) who may provide insurance coverage related to any aspect of the incident,
  - 4) Policy number(s), claim numbers(s), and policy(ies) effective dates, and
  - 5) A copy of any written Acknowledgement of Claim Receipt issued by any applicable insurance company(ies).

If some information requested above is not available at the time of the initial report, the Consultant shall provide the missing information to Sound Transit as soon as it is available.

- d. If Sound Transit receives a claim from a Third Party related to the project, Sound Transit will tender such claim to the Consultant through the established claim management process for handling and resolution. Upon receipt of a Third Party claim from Sound Transit, the Consultant shall acknowledge in writing to Sound Transit that:
  - 1) The Consultant received and accepts Sound Transit's claim tender,
  - 2) The Consultant shall notify its Commercial General Liability insurance company and any other applicable insurance company (ies) of the claim as per Sound Transit insurance requirements that Sound Transit is named as Additional Insured, under the



Commercial General Liability policy and as stipulated in the contract between Sound Transit and the consultant.

- 3) The Consultant shall provide Sound Transit with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies),
  - 4) The Consultant and its insurance company(ies) shall indemnify and defend Sound Transit, as an Additional Insured, against any/all claims related to the project.
  - 5) The Consultant's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage determination, an objective disposition and claim resolution for either denial or settlement.
  - 6) The Consultant shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgements, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.
- e. Consultant shall provide to Sound Transit quarterly status reports on all open and closed claims related to the project that implicates Sound Transit. The report shall include the assigned adjusters, policy numbers, claim numbers and at least the following:
- 1) A description of the claim handling activities during the quarter,
  - 2) Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),
  - 3) A description of the next steps in the claims adjusting process,
  - 4) A description of the disposition and resolution of any claim, and
  - 5) Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

Consultant shall notify Sound Transit of their final resolution, or the applicable insurance company's(ies') final resolution, any/all claims related to the project, which Sound Transit Risk Management can review and document as a formal notification from the consultant, or its insurance company(ies) that the claims has been fully dispositioned and closed.

## N. TERMINATION

### 1. Termination for Default

Sound Transit may terminate this agreement, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this agreement through no fault of Sound Transit. Insofar as practicable, the Consultant will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with Sound Transit before termination. An opportunity for consultation shall not mean the Consultant can prohibit Sound Transit's termination of the agreement.

### 2. Termination for Convenience

Sound Transit may terminate this agreement in writing, in whole or in part, for its convenience and/or lack of appropriations.





If Sound Transit terminates for convenience, Sound Transit will pay an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount for expenses incurred before the termination, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments that had become firm before the termination, unless Sound Transit determines to assume said commitments.

O. INDEMNIFICATION AND HOLD HARMLESS

1. The Consultant must comply with all applicable federal, state and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this agreement.
2. Consultant and its subconsultants, employees, agents, and representatives will be independent consultants and will not be deemed or construed to be employees or agents of Sound Transit.
3. To the maximum extent permitted by law or the provisions of this section, the Consultant agrees to release, indemnify, defend (with counsel acceptable to Sound Transit), and save harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, consultants, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys' fees, expert witnesses' fees, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Consultant's performance of this agreement or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this agreement are caused by or result from the concurrent negligence of the Consultant or its subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its subconsultants, agents or employees.

**THE CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONSULTANT BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEE(S) DIRECTLY AGAINST CONSULTANT.**

4. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.
5. The foregoing indemnities and duties to defend shall survive the termination of this agreement and final payment hereunder.
6. The Consultant may not assign any interest, obligation, or benefit in this agreement or transfer any interest in the same without prior written consent by Sound Transit.



7. This agreement is governed by Washington law, and exclusive venue for any action arising out of or relating to the performance of this agreement is in the Superior Court of King County, Washington.

**P. INTELLECTUAL PROPERTY AND WORK PRODUCT**

1. All work (preliminary, draft, and final) performed by the Consultant under this agreement is the property of Sound Transit. Sound Transit will own any and all data, documents, working papers, computer programs, photographs, and other material produced by the Consultant pursuant to this agreement, and the Consultant hereby assigns and transfers to Sound Transit any and all intellectual property rights for such materials. The Consultant will provide Sound Transit with copies of all such materials including, without limitation, any research memoranda prepared under this agreement. Under no circumstances, including pending disputes between Sound Transit and Consultant, will Consultant fail to deliver possession of said documents and materials to Sound Transit upon demand.
2. The Consultant must indemnify, pay the defense costs of, and hold Sound Transit harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this agreement that sounds in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).
3. This Section will survive any expiration or termination of this agreement.

**Q. AUDIT AND ACCESS TO RECORDS**

For a period of six years following final payment by Sound Transit to the Consultant under this agreement, the Consultant must maintain all books, records, documents and other evidence related to performance of the services under this agreement. Sound Transit and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during the consultant's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

**R. RECYCLED PRODUCTS**

To the extent practicable, the Consultant will provide a competitive preference for recycled products to be used in performing the services pursuant to the U.S. EPA Guidelines at 40 CFR Parts 247-253. Where practical, the Consultant will use both sides of paper sheets and recycled/recyclable products.

**S. PRIVACY ACT**

To the extent it applies, Consultant and its subconsultants, or their employees must comply with the Privacy Act of 1974, 5 USC § 552a.

If the Scope of Work involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any consultants, third-party consultants, subconsultants, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this agreement will make this agreement subject to termination.

The Consultant agrees to include this clause in all subcontracts awarded under this agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

**T. CHANGES IN GOVERNMENTAL REGULATIONS**

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of submittal of Proposals, and such laws or regulations make standards more stringent or compliance more costly under this agreement, the



Consultant must notify Sound Transit in writing of such changes and their effects on the pricing or delivery schedule promptly after the Consultant first became aware of the changes and prior to incurring any such expenses.

2. Sound Transit will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Paragraph B, Scope of Work.
3. The Consultant shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.
4. The Consultant must, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Consultant's performance less expensive, or less difficult, then Sound Transit will have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. Sound Transit will give the Consultant notice of Sound Transit's determination, and anticipated savings.

U. (NOT USED)

#### V. DISCLOSURE OF RECORDS

The Consultant acknowledges that Sound Transit is subject to Chapter 42.56 RCW and that this agreement and materials provided hereunder shall be public records, as defined in Chapter 42.56 RCW and with limited exceptions will be available for inspection and copying by the public. The Consultant must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Consultant must provide the legal basis for the exemption to Sound Transit upon request. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Consultant of the request and allow the Consultant 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Consultant fails or neglects to take such action within said period, Sound Transit may release the portions of the material deemed subject to disclosure. To the extent that Sound Transit withholds from disclosure all or any portion of Consultant's documents at Consultant's request, Consultant shall indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys' fees and costs Sound Transit incurs related to withholding information from public disclosure. Consultant consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

#### W. ENVIRONMENTAL COMPLIANCE AND SUSTAINABILITY

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental and sustainability management system (ESMS) certified under the International Standards Organization (ISO) 14001. Sound Transit is committed to protecting the environment for present and future generations. The intent of the environmental policy is to:

1. Comply with all environmental laws and regulations.
2. Restore the environment by providing mitigation and corrective actions, and ensure that environmental commitments are implemented.



3. Avoid environmental degradation by minimizing releases to air, water and land.
4. Build relationships with consultants, vendors, consultants and transit partners during planning, design, construction and operation to protect and enhance the environment.
5. Maintain an ESMS with environmental objectives and targets that are measurable meaningful and understandable.

Sound Transit consultants shall adhere to this policy by working proactively with Sound Transit to implement commitments and minimize environmental impacts.

To view the complete environmental policy, see:

<https://www.soundtransit.org/sites/default/files/documents/pdf/about/environment/environmental-policy.pdf>

X. (NOT USED)

Y. TASK ORDERS

1. Consultant will be authorized to perform Work under this Agreement by issuance of a written Task Order executed by Sound Transit and Consultant. Each Task Order will identify the Scope of Work to be performed, the period of performance, and the not-to-exceed cost, together which constitute the Task Order total authorized amount. Consultant shall not incur costs in excess of the not-to-exceed cost amount without the prior written approval of Sound Transit's Project Manager. Consultant shall be liable for any costs incurred in excess of the not-to-exceed cost amount.
2. The Contract unit prices shall be the basis of all quotes. Dollar amounts for materials not covered by the unit rate, mobilization fee, and other associated charges shall be added as separate line items. Sound Transit's Project Manager will approve each line item as a not-to-exceed total. Other Direct Costs (ODCs) will be at cost with no markups, and receipts for such items shall be submitted at time of invoicing for verification.
3. A Task Order will be initiated by Sound Transit's Project Manager through a letter with a designated Task Order number and a description of the proposed work, including the estimated timeframe when the task must be completed.
4. Prior to issuing Task Orders, Consultant must meet with Sound Transit's Project Manager to (1) review and confirm the Scope of Work, allocation of level of effort, and the performance schedule, and (2) negotiate an estimated cost amount for each Task Order. Consultant will not be entitled to any reimbursement for its time or costs associated with the development and negotiation for each Task Order. If the Consultant needs additional time to complete the quote, Consultant shall request approval from the Sound Transit's Project Manager prior to the end of the five-day period.
5. Sound Transit may, at its sole discretion, modify a Task Order. Any changes to a Task Order will be in accordance with Section C, Extra Work. In such instances, Sound Transit's Project Manager will transmit in writing a proposed task modification to the Consultant detailing the anticipated scope, schedule, and budget changes.

Z. MISCELLANEOUS PROVISIONS

1. Modifications: Modification of this agreement must be in writing signed by both parties.
2. Remedies Cumulative: Rights under this agreement are cumulative and nonexclusive of any other remedy at law or in equity.



3. Severability: If any term or provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement will not be affected thereby, and each term and provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
4. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
5. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work.
6. Negotiated Contract: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this agreement reviewed by their respective legal counsel, and that the terms and conditions of this agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
7. The person signing this agreement is authorized to sign this agreement on behalf of the Consultant.

In consideration of the terms and conditions contained herein, the parties have executed this agreement by signing below.

**ComEngage, LLC**

(Consultant)

DocuSigned by:  
By: Rebecca Elmore-Ualch  
A280B2B2CBAD423...

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 11/7/2019

Central Puget Sound  
Regional Transit Authority

DocuSigned by:  
By: Ted Lucas  
94C40DC589A0470...

Theodore G. Lucas  
Chief Procurement and  
Contracts Officer

Date: 11/13/2019

APPROVED AS TO FORM:

DocuSigned by:  
By: Amy Jo Pearsall  
B711895B01164E6...

Name: Amy Jo Pearsall  
Legal Counsel



## **Attachment A Scope of Work**

### **Customer Satisfaction Survey and Customer Experience Audit Services**

#### **Introduction**

Sound Transit is requesting Proposals from firms for professional research services to develop, field and analyze an on-board, in-person customer satisfaction survey as well as design a program to capture a clear understanding of our customer's experience throughout each year. The Customer Satisfaction Survey (CSS) will be fielded annually in the fall of each year beginning in 2019 through 2024. The Customer Experience Audit (CEA) portion of the proposal will be conducted each of the remaining four years beginning in 2020. The CSS and CEA work will capture riders' satisfaction and experience on each of Sound Transit's modes of service: Link light rail, Tacoma Link light rail, ST Express bus, Bus Rapid Transit (BRT), and Sounder commuter rail to inform Sound Transit about both customers' satisfaction and experience with our services. Customer satisfaction and experience information resulting from this contract will be used by Sound Transit for preparation of the agency's annual report to the Board on customer satisfaction as well as to improve the ridership experience on each of the modes Sound Transit operates.

The Consultant shall conduct an annual Customer Satisfaction Survey (CSS) in each of the five years of the contract. In years two through five of the contract the Customer Experience Audit (CEA) for ST Express, BRT (when available), Link, Tacoma Link, and Sounder, the Consultant shall develop a methodological and procedural design for both CSS and CEA for all modes that can be readily implemented. The ideal study will allow the CSS survey to continue to track key performance indicators and provide room to include new questions. The CEA portion will provide information about what is working well and what pain points Sound Transit should address as well as possible solutions for consideration that are actionable. The Consultant shall begin with the CSS portion of the RFP in fall of 2019.

The Consultant shall provide customer satisfaction survey data, a report with comparisons to previous years and present a summary report to Sound Transit's management and Board members as defined in the deliverables for Task 2 of the Scope of Work. Additionally, the Consultant will develop in consultation with Sound Transit staff and implement work that captures customer experience as well as present findings in writing and making presentations as defined in Task 3 of the Scope of Work. Task 4 entails synthesizing the findings from both the quantitative CSS and qualitative CEA research in a way that tells a more complete picture about the rider's experience and explains any differences or unexpected variation. Written reports and presentations of these findings are expected annually in each year the CEA research is conducted in this contract. Task 5, is a Fare Enforcement Survey. The Customer Satisfaction Survey and Fare Enforcement Survey will occur in the first year (2019). All subsequent years and the CEA are options, depending on funding.

#### **Background**

Sound Transit is a regional provider of high capacity transit services to the Pacific Northwest region, headquartered in Seattle, Washington. Sound Transit works with its local transit partners to serve the urban areas of King, Pierce and Snohomish counties, currently providing express bus, light rail, and commuter rail services.

#### **Transit Services**

##### **Link Light Rail**

Link light rail is an electric train rapid transit system connecting widely-spaced stations throughout the region. The line serves a total of 16 stations on a 20.2 mile segment between Angle Lake (South of SeaTac airport) and the University of Washington (North/East of Downtown Seattle). Each light rail car comfortably carries about 200 riders, including those standing.



New extensions and stations will open in 2021, 2023, and 2024 significantly changing operations and growing ridership. See figure 1 for a map of the Link Light Rail alignment.



Figure 1 Sound Transit Link Light Rail Map

### **Tacoma Link**

Tacoma Link is an electric streetcar service which currently operates as a 1.6 mile line in Downtown Tacoma, in Pierce County. The line serves six stations, Tacoma Dome, S 25th, Union Station, Convention Center, Commerce St/S 11th St, and Theater District stations. The line operates seven days a week using single vehicle trains. Each light rail car comfortably carries about 200 riders, including those standing.

A six-station expansion to the Hilltop neighborhood is in the planning stage, scheduled to open in 2022. The line will further extend to Tacoma Community College in 2039. See figure 2 for the Tacoma Link Light Rail stations.

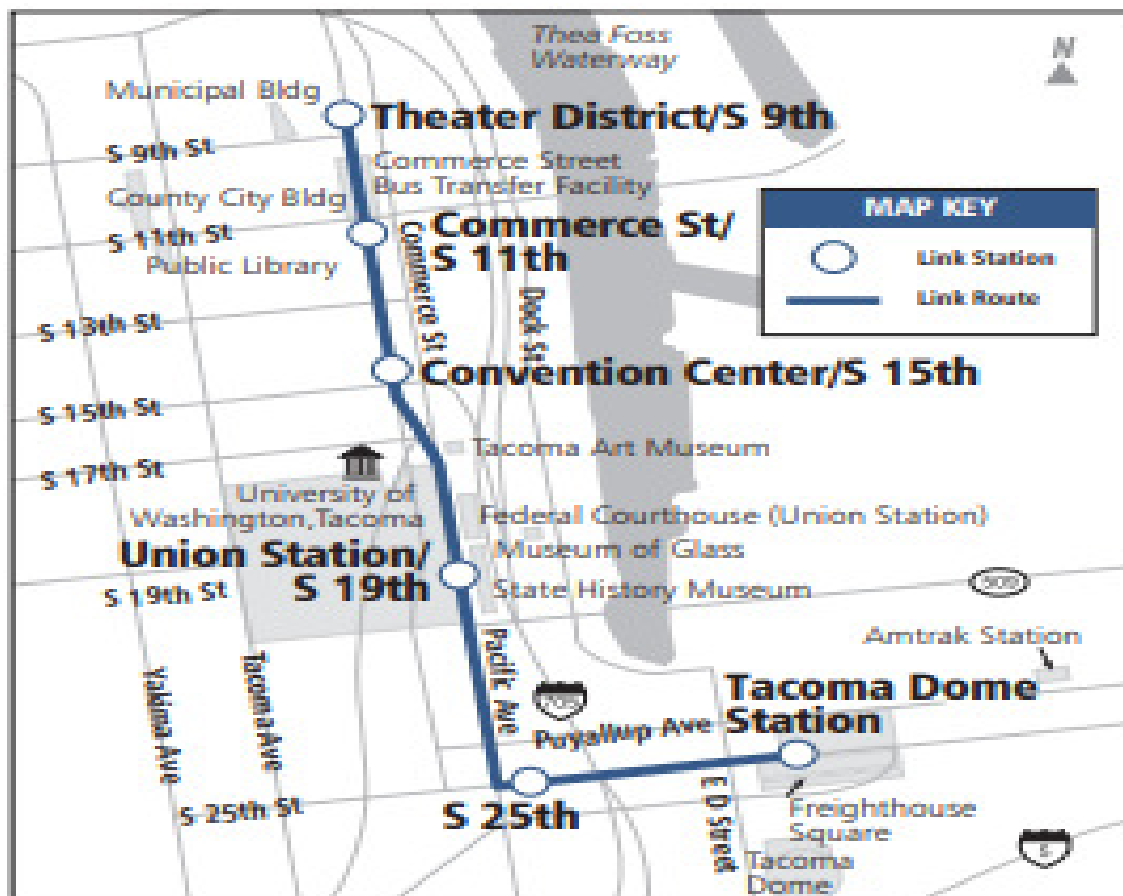


Figure 2: Tacoma Link Light Rail stations

### **Sounder Commuter Rail**

Sounder commuter rail is a heavy rail service operating primarily during morning and evening commute hours on rail tracks owned by the Burlington Northern Santa Fe (BNSF) Railway Company. Sound Transit owns the trains and stations, which include facilities to connect to local transit as well as parking and pedestrian access. Each Sounder car has seating for about 150 passengers, including four passengers in wheelchairs.

Sound Transit's Sounder Commuter Rail currently operates thirty-four one-way trips each weekday on two lines. Sounder North Line connects Everett to Seattle via the BNSF mainline along the Puget Sound is 47.6 miles in length. The train also stops at Edmonds and Mukilteo. Sounder South Line connects Lakewood to Seattle via the BNSF mainline with stops in the cities of Tacoma, Puyallup, Sumner, Auburn, Kent, and Tukwila and is 34.2 miles in length. Sounder north runs between Everett and Seattle each weekday while Sounder south runs from Lakewood to Seattle. Popular event service is provided to select weekend attractions such as Seahawks games.

Sounder South Capacity Extension program will be added to the south line in 2036, with new stations at Tillicum and DuPont. Refer to Figure 3 for the Sounder Commuter Rail Stations.



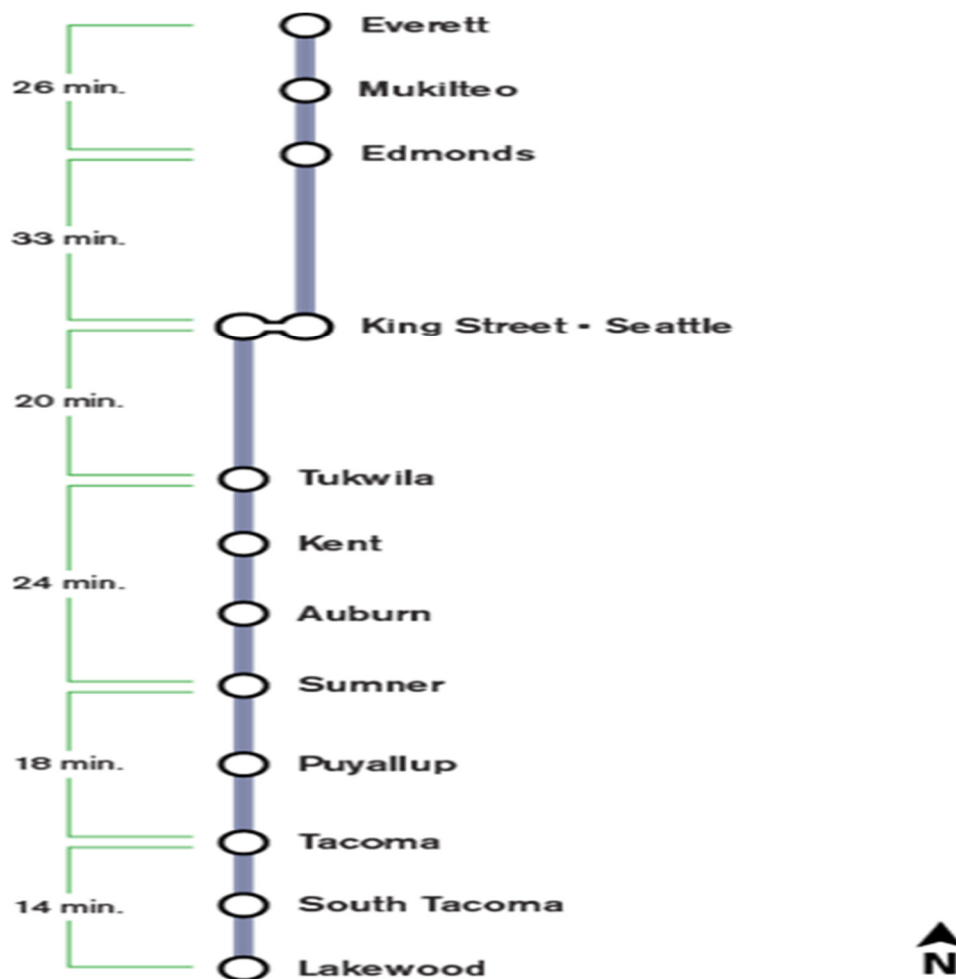


Figure 3: Sounder Commuter Rail stations

### **ST Express Bus**

Sound Transit runs express buses on long-range, limited-stop routes serving major population and employment centers throughout the region.

ST Express offers fast, frequent two-way service on 28 routes connecting Snohomish, King, and Pierce Counties. Sound Transit provides this bus service via service agreements with transit partners: King County Metro, Pierce Transit, and Community Transit. ST Express provides service to over 50 transit centers and park-and-ride lots. Refer to Figure 4 for the Sound Transit Express Bus System.



Figure 4: Sound Transit Express Bus System

### Other Services

Sound Transit operates parking facilities across the region to enable riders to connect from their personal vehicles to the transit services it provides. In addition to the four transit services listed, Sound Transit is also in the planning phases of offering bus rapid transit (BRT) along the 522 route corridor and the I-405 corridor. See Figures 5 and 6. The BRT service will provide high-capacity transit along these major corridors which are not already served by Link or ST Express and is expected to begin in the fourth quarter of 2024. Additionally services or technologies that become available such as ORCA NextGen which allows for new fare payment options or signage that could be made available for rider ease of use may also benefit from CEA research.

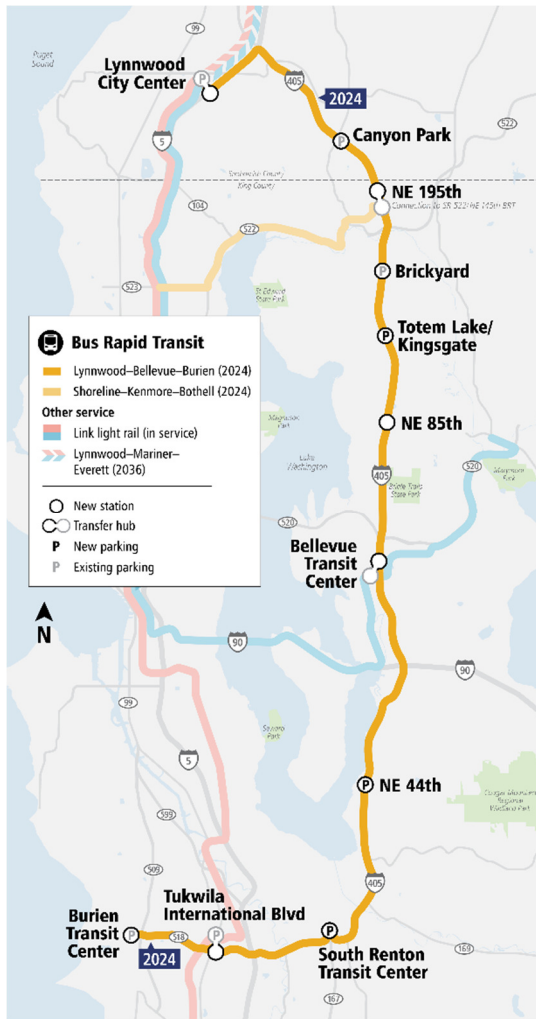
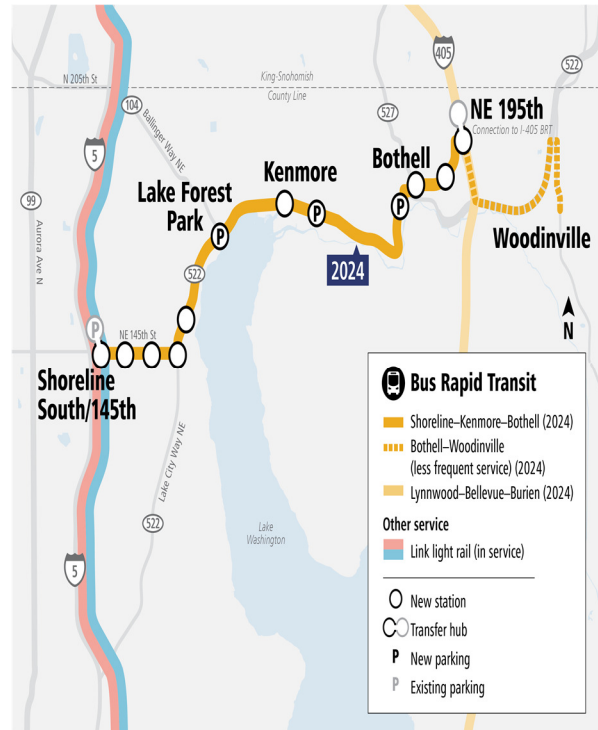


Figure 5: Planned I-405 BRT

Figure 6: Planned SR 522/NE 145<sup>th</sup> BRT

### Project Objectives

To date, Sound Transit has focused on customer satisfaction data to assess if riders' needs are being met. This data is valuable to Sound Transit and important to continue to track our riders' satisfaction over time with each mode of service as well as BRT, when it becomes available to riders in 2024.

As a result of Sound Transit 3, the 2016 voter approved initiative, Sound Transit will more than double the amount of light rail service, while adding capacity on other modes. As the Sound Transit system grows a more routine check on the health of the various parts of the transit systems in terms of its performance for customers is warranted. Sound Transit anticipates achieving this routine health check through an ongoing user experience audit which would entail data collection and analysis using a voice of the customer style of research strategy and potentially other complimentary research methods. Additionally, in the first year of the contract Sound Transit would like to conduct a limited Fare Enforcement study. There are several purposes for the deliverables expected from these research approaches. They are to:

- Continue to document customer satisfaction with the annual survey as one way to understand our riders' perspective and evaluate their satisfaction with our transit services over time
- Identify pain points at stations and when using our transit modes
- Learn what is working well for our riders to help keep and increase rider retention



- Learn what improvements the riders may want
- Identify problems and issues so we may respond quickly
- Test ideas with a group of interested riders prior to implementation
- Collect data to enhance the experience of riders on the metrics that are part of service performance reporting (i.e., Dependable, Safe, Available, Clean, and Informed)
- Provide and document findings of both CSS and CEA research methods for current and future needs
- Keep the Sound Transit Administrative Board informed of our riders' experiences, early warnings and identified needs for change as well as provide ideas for future consideration to improve the ridership experience of our customers
- Create benchmark data and targets for meeting or exceeding customer experience goals (i.e., Dependable, Safe, Available, Clean and Informed)
- Obtain more information about the fare enforcement from Link light rail and Sounder commuter transit customers
- Learn what we don't already know

## **SCOPE OF WORK**

### **TASK 1 – PROJECT MANAGEMENT**

The Consultant shall assign a Project Manager (PM) to serve as a direct liaison with Sound Transit staff and other Consultant team staff. The PM will be responsible for day-to-day communications with Sound Transit staff. After the Contract Notice to Proceed (NTP) is issued, Sound Transit staff will host the Consultant's project team for a project kickoff meeting. Thereafter, the Consultant's PM shall be responsible for managing all tasks and individuals, including any sub-consultants, involved with the project. Sound Transit must be informed of any key personnel changes.

#### **Task 1 Deliverables:**

- a. Draft and Final Work Plan and Schedule
- b. Meeting agendas and minutes
- c. Bi-monthly progress reports

### **TASK 2 - CUSTOMER SATISFACTION SURVEYS**

Each year, Sound Transit hires a consultant to develop and field an on-board intercept survey. The survey findings inform the Board, Directors and staff of metrics that have been used for the past eight years to assess customer satisfaction. Sound Transit's On-Board Customer Satisfaction Survey is:

- An annual system-wide evaluation of on-board rider satisfaction with Sound Transit's services. It measures and tracks over time overall satisfaction, on-time performance, perceptions of safety, ridership behavior, and an analysis of choice riders.
- Conducted on board Sound Transit services via an in-person rider intercept interviews stratified across all Sound Transit services (Link light rail, Sounder commuter trains, Sound Transit Express bus, Tacoma Link, and BRT when it begins in 2024), routes and day-parts to ensure 95% confidence interval with margin of error of 5% or less for each mode of service, based on the previous year's ridership numbers or more current data if available.
- Allows Sound Transit to report on its relationship with its customers and highlight areas of good performance as well as areas for improvement.



## **Task 2 Scope of Work Tasks:**

### **2.1 Survey Development:**

- a. Develop the Survey instrument in collaboration with Sound Transit staff using past surveys as a baseline. Help develop new questions that may be included in alternating years or as demand for the data arises as part of the annual survey.
- b. Assist Sound Transit in finalizing the data collection plan, methodology and interviewing approach that will ensure 95 percent confidence level in the data with a 5 percent or less margin of error. This would have required collecting 2,100 valid surveys across all the modes in 2018.
- c. Assist Sound Transit in developing Survey instruments to accommodate persons with disabilities and non-English speaking customers. Survey instruments should be available in Chinese, Korean, Russian, Spanish, Tagalog and Vietnamese for 2019. In future years, additional or other languages may be added depending on the local demographics. Surveys and other materials developed for use online or via mobile sites and apps must comply with Section 508 of the Rehabilitation Act of 1973 as amended and the Web Content Accessibility Guidelines 2.1.
- d. Develop and finalize the interview schedule, including diversified service, route and daypart sampling.
- e. Program and test mobile platform in preparation to administer the survey using electronic tablets.

### **2.2 Conduct Field Survey:**

- a. Provide Survey staff to administer the surveys on-board Sound Transit vehicles.
- b. Manage all survey administration staff including training.
- c. Survey staff should be able to accommodate persons with disabilities and non-English speaking customers in taking the customer satisfaction survey.
- d. Oversee quality control during data collection.
- e. Survey must be fielded and completed in the fall of each year beginning in 2019.

## **Task 2 Deliverables**

### **2.3 Survey Summary Report and Presentation:**

- a. Provide Sound Transit with a data file containing all cleaned raw data. The file format shall be in a common and mutually agreed upon format such as .csv. Also provide cross-tabulations of specified metrics.
- b. Analyze the survey results and develop a visual report summarizing the survey results including comparisons with results of previous year. The report must be completed by December 31 of each year beginning in 2019.
- c. Present the Survey summary report to Sound Transit management and Board members at mutually agreed upon date and time.

## **TASK 3 - CUSTOMER EXPERIENCE AUDIT**

Sound Transit will be expanding and adding capacity to the transit modes it operates. Sound Transit intends to deliver a transit experience that is dependable, safe, clean, available and with informed riders; while striving to create an experience that is simple, seamless and intuitive for its riders. In doing so, Sound Transit is enhancing the service performance reporting to include measures that capture these goals:

- Dependable - Customers should expect service to pick them up and drop them off within a consistent window that allows riders to have a reasonable ability to plan their lives free from a pervasive sense of uncertainty



- Safe - Customers should be confident with the current operational condition of the Sound Transit fleet. Customers should also expect an experience void of harassment or threat of violence.
- Available - Customers should expect to have access to their preferred Sound Transit mode to ensure they can continue to move forward toward the conclusion of their journey.
- Clean - Customers should expect service that is free of excessive trash, graffiti or vandalism with all fixtures in good working order.
- Informed - Customers should expect rapid notification of service disruptions, awareness of upcoming changes to service, and easy access to schedules and information about their ride.

### **TASK 3 SCOPE OF WORK TASKS**

#### **3.1 Survey Development:**

- a. Develop the qualitative methods and instruments in collaboration with Sound Transit staff to assess the customer experience and provide data and information that reveal pain points, customer loyalty, customer effort, and possibly a composite score that reveal helpful customer experience information. This data and information would be for the services of Link light rail, Sounder commuter trains, ST Express bus, Tacoma Link, and BRT when BRT becomes available in 2024.
- b. Assist Sound Transit in finalizing the data collection plan, methodology and interviewing approach(s) that will ensure confidence in the findings from the qualitative research.
- c. Assist Sound Transit in developing Survey instruments and methods to accommodate persons with disabilities and non-English speaking customers. Survey instruments should be available in Chinese, Korean, Russian, Spanish, Tagalog and Vietnamese. Other data collection efforts should include interpreters or call-in interpreter options as needed for the anticipated study populations. Surveys and other materials developed for use online or via mobile sites and apps must comply with Section 508 of the Rehabilitation Act of 1973 as amended and the Web Content Accessibility Guidelines 2.1.
- d. Develop and finalize the research method deployment and interview schedule, including diversified service, route, and daypart sampling and/or focus group or journaling recruitment, timing and scheduling and/or detailed implementation plan for any other method proposed.
- e. Program and test any mobile platform in preparation to administer the survey if using electronic tablets, mobile apps or social media platforms, etc.

#### **3.2 Field Work:**

- a. Provide Survey staff and other research method staff (e.g., focus group facilitator) to administer the surveys or other research methods on-board or on-platforms on Sound Transit facilities or at separate meeting locations depending on the research design proposed.
- b. Manage all survey and research method administration staff including training.
- c. Survey and research method staff should be able to accommodate persons with disabilities and non-English speaking customers participating in the data/information collection.
- d. Oversee quality control during data/information collection.
- e. Research methods must be fielded over the course of the year starting in year 2 of the contract and for each year thereafter.



### **Task 3 Deliverables**

#### **3.3 Summary Report and Presentation of Findings**

- a. Provide Sound Transit with a data file containing all cleaned raw data. The file format shall be in a common and mutually agreed upon format such as a .csv file.
- b. Analyze the Survey and research method results and develop a written and visual reports summarizing the findings including comparisons by mode, persona, time of day etc. Reports should be completed as each research method implementation is completed, data are cleaned and analyzed. A final report synthesizing the findings across the various measures and methods must be completed by December 31 of each year.
- c. Present the Survey summary report to Sound Transit management and Board members at mutually agreed upon date and time.

### **TASK 4 – SYNTHESIZE DATA AND FINDINGS FROM CSS AND CEA RESEARCH**

This task order entails synthesizing the data from both research efforts into a coherent story about customer satisfaction and customer experience on the services that Sound Transit operates. It is possible that there will be discrepancies between the CSS and the CEA research data gathered under this contract. In order to help the agency understand where best to focus its energy in meeting customers' needs, Sound Transit wishes the consultant to document and resolve any discrepancies developed through this contract and as well as have a coherent story about the customer experience that is actionable for improvement.

### **Task 4 Deliverables**

#### **4.1 Summary Report**

- a. Document any discrepancies and their resolution in understanding the customer experience developed through this Scope of Work including information gained through Optional Task 5, if executed.
- b. Identify actionable issues for Sound Transit to address
- c. Provide recommendations and considerations for addressing the actionable items
- d. Detail the items that are being performed well and that should sustained or enhanced for our customers' ease of use and experience on various modes of transit service

### **TASK 5 – FARE ENFORCEMENT ON-BOARD TABLET SURVEY**

The Consultant will develop and field an in-person, on-board tablet survey riders who lack of proof of payment. The tablet survey interview will be conducted by shadowing Fare Enforcement Officers. The interview and survey findings will inform the CEO on the current state of the fare enforcement program from the perspective of riders who lack of proof of payment. The metrics and data capture methods on Sound Transit's Fare Enforcement On-Board In-Person Tablet Survey include:

- Measures that can be tracked over time and include demographics such as gender, race, income, housing and employment status, household size, area resident/visitor, limited English proficiency, boarding location, intended alighting location, purpose of trip, reason for non-payment of fare, eligibility for reduced fare programs (youth, senior, disabled, ORCA-LIFT, human services tickets) and perceptions of fare enforcement professionalism. Additional information such as location and time of day the violation or warning was determined by the Fare Enforcement officer, direction of the train and other event characteristics would also be of value.
- Conducting an on-board in-person rider intercept survey using tablets on Sound Transit's Link light rail and Sounder commuter transit services. Specifically, when the



Fare Enforcement Officer encounters a rider with lack of proof of payment they will be given an undocumented warning and told they can participate in the tablet survey. Interviewers will shadow the Fare Enforcement Officers and be there to conduct the tablet survey in the event the rider with lack of proof of payment agrees to take part in the survey. The survey is completely voluntary. There are 32 teams of officers. To ensure as much coverage as possible when the data is collected it is expected that one interviewer would be assigned to each of officer's designate routes for that day in the sample.

- The specific days and coverage periods for the interviews will be developed in consultation with the Sound Transit to ensure statistically valid results that are representative of each day of the week and peak and non-peak periods. It is anticipated that a **minimum** of 551 interviews would need to be conducted between the two transit services (64% on Link and 36% on Sounder) to achieve 95% confidence interval with margin of error of 5% or less, for each mode of service, based on the previous year's ridership and inspection numbers.
- Provide Sound Transit with data and information via a report about the riders', who lack proof of fare payment, perceptions' of the fare enforcement program and that highlights areas of positive feedback/outcomes as well as areas in need of improvement.

## Task 5 Scope of Work Tasks

### 5.1 On-Board Tablet Survey Protocol Development

- a. Develop the tablet survey instrument in collaboration with Sound Transit staff using their draft questions. Help develop new questions that may be included as demand for the data arises in the development of this research project.
- b. Assist Sound Transit in finalizing the data collection plan, methodology and interviewing approach that will ensure 95 percent confidence level in the data with a 5 percent or less margin of error. The anticipated data collection will likely be between 550 to 1,100 valid interviews between Link and Sounder lack of proof of payment riders during a likely maximum of 30-day period in the fall of 2019.
- c. Assist Sound Transit in developing survey instruments and protocols to accommodate persons with disabilities and non-English speaking customers. Tablet survey instruments should be available in Chinese, Korean, Russian, Spanish, Tagalog and Vietnamese for 2019. Materials developed for use online or via mobile sites and apps must comply with Section 508 of the Rehabilitation Act of 1973 as amended and the Web Content Accessibility Guidelines 2.1. Using Sound Transit translation telephone services may also be an option.
- d. Coordinate with Fare Enforcement Officer's supervisor to develop and finalize the interview schedule to ensure coverage for the teams in the schedule developed for the requisite number of days and times periods to acquire the needed data for the study. The schedule should include all routes and times, days and hours fare enforcement work in a week.
- f. If needed, develop any follow-up schedules for interviews in the event any additional routes and/or daypart sampling are needed due to low early returns or unexpected events.
- g. Program and test mobile platform in preparation to administer the survey using electronic tablets, as well as with the help of translation services and/or in multiple languages on the tablet.

### 5.2 Conduct Tablet Surveys:

- a. Provide Survey staff to administer the on-board tablet surveys on Sound Transit vehicles.
- b. Manage all survey administration staff including training for tablet survey deployment.





- c. Tablet survey staff should be able to accommodate persons with disabilities and non-English speaking customers to participate in the Fare Enforcement survey.
- d. Oversee quality control during data collection for the tablet surveys.
- e. The tablet surveys must be fielded and completed in the fall of 2019 at a point in time that does not conflict with the Customer Satisfaction Survey that is completed each fall.

### **Task 5 Deliverables**

#### **5.3 On-Board Tablet Survey Summary Reports and Presentation:**

- a. Provide Sound Transit with a data file containing all cleaned raw data from the tablet interviews. The file format shall be in a common and mutually agreed upon format such as .csv. Also provide cross-tabulations of specified metrics.
- b. Analyze the tablet survey results as well as develop written and visual reports summarizing the survey results. The reports must be completed in early 2020 as designated in the Kick-off meeting.
- c. Present the tablet survey summary reports to Sound Transit management and Board members at a mutually agreed upon date and time.

#### **Project Schedule:**

##### **Year 2019 project schedule:**

- Task 1: Project Management- Duration of Contract
- Task 2: Customer Satisfaction Survey - Field Survey fall 2019 and present findings December 2019
- Task 4: At mutually agreed upon times
- Task 5: Fare Enforcement On-Board Tablet Survey – Field Survey fall 2019 and present findings in early 2020

##### **Year 2020-2024 project schedule:**

- Task 1: Project Management- Duration of contract
- Task 2: Optional - Customer Satisfaction Survey - Field Survey October of each year and present findings December of each year
- Task 3: Optional - Customer Experience Audit – Ongoing in agreed upon schedule that is updated each year to meet specific rider information needs
- Task 4: At mutually agreed upon times
- Task 5: Optional - Fare Enforcement On-Board Tablet Survey

**END OF SECTION TWO**